

**COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES**

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor **Healthcare Services, Inc. located at 151 Kalmus Dr., Suite K-1, Costa Mesa, CA 92626** ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. **November 17, 2015 (8)** authorized the Director of Purchasing and Contracting, to award a Contract for **Community Transition Center (CTC) Services**.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements and Exhibit C Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to

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Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor

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shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's

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obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing. (Rev. 7/31/08)

4.1.1 General Principles. Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COR of properly submitted, detailed and itemized original invoice referencing the Agreement number, pay point targets, unit price, and units claimed for billing period pursuant to Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.4 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.1.5 Prompt Payment for Vendors and Subcontractors

4.1.5.1 Prompt payment for vendors and subcontractors.

4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for

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such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

- 4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.
- 4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:
 - 4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
 - 4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
 - 4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.1.6 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
 - 4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
 - 4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
 - 4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.
- 4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

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In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

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**ARTICLE 7
SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Improperly submitted claims, or
 - 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.3 Any breach of any term or condition of the Agreement, or
 - 7.5.4.4 Any actions under any warranty, express or implied, or
 - 7.5.4.5 Any claim of professional negligence, or
 - 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

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- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d); the Age Discrimination of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex (ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.
- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or

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defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and
- 8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

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Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:
- 8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- 8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcounty.ca.gov/cao/oia.html>
- 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
- 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

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- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at www.cosdcompliance.org

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

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- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. [Note: Health and Human Services Agency (HHS) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov.] All other contractors will provide the following to their COR:

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- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
- 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
 - 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
 - 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

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- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.
- 13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.
- 13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

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**ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS**

A. This Article is intended to protect the privacy and security of specified County information that Contractor may receive, access, or transmit, under this Agreement. The County information covered under this Article consists of:

1. Protected Health Information (PHI), as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA); and
2. Personal Information (PI) as defined under the California Civil Code Section 1798.3. Personal information may include data provided to the County by the State of California or by the Social Security Administration; and
3. Personally Identifiable Information (PII) as defined under the Information Exchange Agreement (IEA) between the State of California and the Social Security Administration (SSA), which incorporates the Computer Matching and Privacy Protection Agreement (CMPPA) between the SSA and the State of California's Health and Human Services Agency.

B. This Article consists of the following parts:

1. Article 14.1, Business Associate Agreement, which provides for the privacy and security of PHI as required by HIPAA;
2. Article 14.2, Privacy and Security of PI and PII, which provides for the privacy and security of PI/PII in accordance with:
 - a. The Agreement between the County and the State (and thereby the State and the Social Services Administration) with regards to protection of PI and PII. This includes the IEA and the CMPPA to the extent the Contractor accesses, receives, or transmits PI/PII under these Agreements; and
 - b. Civil Code Sections 1798.3 and 1798.29, also known as the California Information Practices Act (CIPA). Although CIPA does not apply to the County or its contractors directly, the County is required to extend CIPA terms to contractors if they use County PI/PII to accomplish a function on the County's behalf; and
3. Article 14.3, Data Security Requirements; and
4. Article 14.4, Miscellaneous.

14.1 BUSINESS ASSOCIATE AGREEMENT

14.1.1 Recitals.

- 14.1.1.1 This Business Associate Agreement ("BAA") constitutes a Business Associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164. These provisions shall hereafter be collectively referred to as "HIPAA."
- 14.1.1.2 The County of San Diego ("County") wishes to disclose to the Contractor certain information pursuant to the terms of this BAA, some of which may constitute PHI, including PHI in electronic media ("ePHI") under Federal law.
- 14.1.1.3 As set forth in this BAA, Contractor, hereafter, is the Business Associate of County, acting on County's behalf and providing services, or performing or assisting in the performance of activities on behalf of County, which include creation, receipt, maintenance, transmittal, use or disclosure of PHI. County and Contractor are each a party to this BAA and are collectively referred to as the "parties."
- 14.1.1.4 The purpose of this BAA is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with HIPAA, including, but not limited to, the requirement that County shall enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in HIPAA.

14.1.2 **Definitions.** Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms as are defined in 45 Code of Federal Regulations (CFR) section 160.103 and 164.501 (All regulatory references in this BAA are to Title 45 of the CFR unless otherwise specified).

- 14.1.2.1 "Breach" shall have the same meaning given to such term under HIPAA.
- 14.1.2.2 "Business Associate" shall have the same meaning as the term under HIPAA, and in reference to the party to this agreement, shall mean the Contractor.
- 14.1.2.3 "County" shall mean that part of County designated as the hybrid entity subject to the Standards for Privacy of Individually Identifiable Health Information set forth in sections 160 and Part 164, Subparts A and E and those

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parts of County designated as Business Associates of other entities subject to the Standards for Privacy of Individually Identifiable Health Information set forth in Parts 160 and 164, Subparts A and E.

- 14.1.2.4 "County PHI" shall have the same meaning as "Protected Health Information" (PHI) below, specific to PHI received from, or created, maintained, transmitted, used, disclosed, or received by Contractor, or its agents, on behalf of County, under this Agreement.
- 14.1.2.5 "Covered Entity" shall generally have the same meaning as the term "covered entity" at section 160.103, and in reference to the party to this BAA, shall mean County.
- 14.1.2.6 "Individual" shall have the same meaning as the term "individual" in section 164.501 and shall include a person who qualifies as a personal representative in accordance with section 164.502(g).
- 14.1.2.7 "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in section 164.501 and is limited to information created or received by Contractor from or on behalf of County.
- 14.1.2.8 "Required by law" shall have the same meaning as the term "required by law" in section 164.501.
- 14.1.2.9 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- 14.1.2.10 "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PHI, or interference with system operations in an information system that processes, maintains or stores County PHI.
- 14.1.2.11 "Unsecured PHI" shall have the meaning given to such term under HIPAA and, 42 U.S.C., section 17932(h), and any guidance issued pursuant to such regulations.

14.1.3 Responsibilities of Contractor.

- 14.1.3.1 Permitted Uses and Disclosures of County PHI by Contractor. Contractor shall only use County PHI as required by the Contract or as required by Law. Any such use or disclosure shall, to the extent practicable, be limited to the limited data set as defined in section 164.512(2), or if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure in compliance with HIPAA.
 - 14.1.3.1.1 Except as otherwise limited in this Contract, Contractor may use or disclose County PHI on behalf of, or to provide services to, County for the purposes outlined in Exhibit A, if such use or disclosure of PHI would not violate HIPAA if done by County.
 - 14.1.3.1.2 Except as otherwise limited in the Contract, Contractor may use County PHI to provide Data Aggregation services to County as permitted by sections 164.504(e)(2)(i)(B).
- 14.1.3.2 Prohibited Uses and Disclosures.
 - 14.1.3.2.1 Contractor shall not disclose County PHI to a health plan for payment or health care operations purposes if County PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the Individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and HIPAA.
 - 14.1.3.2.2 Contractor shall not directly or indirectly receive remuneration in exchange for County PHI, except with the prior written consent of County and as permitted by 42 U.S.C. section 17935(d)(2).
- 14.1.3.3 Safeguards.
 - 14.1.3.3.1 Contractor shall comply with HIPAA regarding any and all operations conducted on behalf of County under this Contract and shall use appropriate safeguards that comply with HIPAA to prevent the unauthorized use or disclosure of County PHI.
 - 14.1.3.3.2 Contractor shall develop and maintain a written information privacy and security program that complies with HIPAA, and that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- 14.1.3.4 Security. Contractor shall ensure the continuous security of all computerized data systems and paper documents containing County PHI. These steps shall include, at a minimum:
 - 14.1.3.4.1 Comply with all Standards put forth in Article 14.3, Data Security Requirements;
 - 14.1.3.4.2 Achieve and maintain compliance with HIPAA; and
 - 14.1.3.4.3 Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III

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- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies

- 14.1.3.5 Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PHI by Contractor or its agents, including a subcontractor, and/or in violation of the requirements of the Contract.
- 14.1.3.6 Contractor's Agents and Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI, imposes the same conditions on such agents that apply to Contractor with respect to County PHI under this BAA, and that comply with all applicable provisions of HIPAA, including requirements that such agents implement reasonable and appropriate administrative, physical, and technical safeguards to protect County PHI. Contractor shall incorporate, when applicable, the relevant provisions of this BAA into each subcontract or sub-award to such agents, including the requirement that any security incidents or breaches of unsecured County PHI be reported to Contractor.
- 14.1.3.6.1 In accordance with section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
- 14.1.3.6.2 Provide an opportunity for the subcontractor to end the violation and terminate the agreement if the subcontractor does not end the violation within the time specified by County; or
- 14.1.3.6.3 Immediately terminate the agreement if the subcontractor has violated a material term of the agreement and cure is not possible.
- 14.1.3.7 Availability of Information to County. Contractor shall provide access to County PHI at the request of County, in the time and manner designated by County, pursuant to section 164.526.
- 14.1.3.7.1 Contractor shall use the forms and processes developed by County for this purpose and shall respond to all requests for access to records requested by County within forty-eight (48) hours of receipt of request by producing records or verifying there are none.
- 14.1.3.7.2 Contractor shall make internal practices, books, and records relating to the use and disclosure of County PHI received from, or created or received by Contractor on behalf of County available to County, or at the request of County to the Secretary, in a time and manner designated by County or the Secretary.
- 14.1.3.8 Cooperation with County. Contractor will cooperate and assist County to the extent necessary to ensure County's compliance with the applicable terms of HIPAA, such as, but not limited to:
- 14.1.3.8.1 Amendment of County PHI. Contractor shall make any required amendment(s) to County PHI that were requested by an Individual, in accordance with HIPAA. Contractor additionally shall make any amendments to County PHI as County directs or agrees to make pursuant to section 164.526. These amendments shall be made in the time and manner designated by County, and in no more than twenty (20) days.
- 14.1.3.8.2 Documentation of Disclosures. Contractor shall document disclosures of County PHI, respond to a request by an Individual for an accounting of disclosures of County PHI, and make these disclosures available to County or to an Individual at County's request, in accordance with HIPAA, including but not limited to sections 164.528, and 42 USC section 17935, and in the time and manner designated by County.
- 14.1.3.8.2.1 If Contractor maintains electronic health records as of January 2009, Contractor shall provide an accounting of disclosures including those for Treatment, Payment, and Healthcare Operations (TPO), effective January 2014. If Contractor acquires electronic health records for County after January 1, 2009, Contractor shall provide an accounting of disclosures, including those for TPO, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later.
- 14.1.3.8.2.2 The electronic accounting of disclosures shall include the three (3) years prior to the request for an accounting. Contractor shall provide to County or an Individual, in the time and manner designated by County, but no more than sixty (60) calendar days, accounting of disclosures necessary to meet requirements in section 164.528.

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- 14.1.3.9 Access to County PHI. Contractor shall provide Individuals access and copies of their County PHI, as required by HIPAA, to include:
- 14.1.3.9.1 If the Contractor maintains County PHI in an Electronic Health Record, and an Individual requests a copy of such information in an electronic format, Contractor shall provide the information in an electronic format, as required under HIPAA.
- 14.1.3.10 Reporting of Unauthorized Use or Disclosure. Contractor shall implement reasonable systems for the discovery of and prompt reporting to County of any use or disclosure, or suspected use or disclosure, of County PHI not provided for by the Contract and/or any transmission of unsecured County PHI, and to take the following steps.
- 14.1.3.10.1 Contractor shall provide all reports of Unauthorized Uses or Disclosures simultaneously to County Contracting Officer's Representative and Agency Privacy Officer.
- 14.1.3.10.2 Initial Report.
- 14.1.3.10.2.1 Contractor shall notify County immediately by telephone call plus email upon the discovery of a breach of unsecured County PHI in electronic media or in any other media if County PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration.
- 14.1.3.10.2.2 Contractor shall notify County by email within twenty-four (24) hours of the discovery of any suspected security incident or breach of County PHI in violation of this BAA, or potential loss of confidential data affecting this BAA.
- 14.1.3.10.2.3 A suspected security incident or breach shall be treated as discovered by Contractor as of the first day the breach or security incident is known, even if it is not confirmed, or by exercising reasonable diligence would have known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.
- 14.1.3.10.2.4 Reporting shall additionally include emailing of the "County Privacy Incident Report" form within twenty-four (24) hours of any above incident, to include all information known at the time of the notification. Contractor shall use the most current version of this form, which is posted on County's website, www.cosd.compliance.org.
- 14.1.3.10.3 Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of County PHI, Contractor shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 14.1.3.10.4 Investigation and Investigation Report. Contractor shall immediately investigate such security incident, breach, or unauthorized access, use or disclosure of County PHI. Within seventy-two (72) hours of the discovery, Contractor shall submit an updated "County Privacy Incident Report."
- 14.1.3.10.5 Complete Report. Contractor shall provide a complete report of the investigation within five (5) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on County's "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA and applicable state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide County with such information. County will review and approve the determination of whether a breach occurred, Individual notifications are required, and the corrective action plan is adequate.
- 14.1.3.10.6 Responsibilities for Notification of Breaches. If County determines that the cause of a breach of County PHI is attributable to Contractor or its subcontractors, agents or vendors, Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required

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under Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirements that:

14.1.3.10.6.1 Notifications be made to Individuals without unreasonable delay and in no event later than sixty (60) calendar days from the date the breach was discovered. County shall approve the time, manner and content of any such notifications before notifications are made.

14.1.3.10.6.2 Notifications be made to media outlets and to the Secretary, if a breach of unsecured County PHI involves more than five-hundred (500) residents of the State of California or its jurisdiction. County shall approve the time, manner and content of any such notifications before notifications are made.

14.1.3.11 Designation of Individuals.

14.1.3.11.1 Contractor shall designate a Privacy Officer to oversee its data privacy program who shall be responsible for carrying out the requirements of this section and for communicating on Privacy matters with County.

14.1.3.11.2 Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on Security matters with County.

14.1.4 Responsibilities of County.

14.1.4.1 County shall provide Contractor with the Notice of Privacy Practices that County produces in accordance with section 164.520, as well as any changes to such notice.

14.1.4.2 County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose County PHI, if such changes affect Contractor's permitted or required uses and disclosures.

14.1.4.3 County shall notify Contractor of any restriction to the use or disclosures of County PHI that County has agreed to in accordance with section 164.522.

14.1.4.4 County shall not request Contractor to use or disclose County PHI in any manner that would not be permissible under HIPAA if done by County.

14.2 PRIVACY AND SECURITY OF PERSONAL INFORMATION AND PERSONALLY IDENTIFIABLE INFORMATION

14.2.1 Recitals.

14.2.1.1 In addition to the Privacy and Security Rules under HIPAA, the County is subject to various other legal and contractual requirements with respect to the Personal Information (PI) and Personally Identifiable Information (PII) it maintains. These include the:

14.2.1.1.1 California Information Practices Act (CIPA) of 1977 (California Civil Code section 1798, et. seq.);

14.2.1.1.2 The Agreement between the Social Security Administration (SSA) and the State of California, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency; and

14.2.1.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2.1.2 The purpose of this Article 14.2 is to set forth Contractor's Privacy and Security obligations with respect to PI and PII that the Contractor may create, receive, maintain, use, or disclose for or on behalf of County pursuant to this Agreement. Specifically, this Article applies to PI and PII which is not Protected Health Information (PHI), as defined by HIPAA and therefore is not addressed in Article 14.1, the Business Associate Agreement of this Contract. To the extent that data is both PHI and PI, or both PHI and PII, both Sections 14.1 and 14.2 apply.

14.2.1.3 The IEA Agreement requires County to extend the IEA's terms to contractors who receive data provided to County from the SSA, or data provided to County from the SSA through the State of California. If contractor receives such data from County, Contractor must comply with the IEA Agreement.

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14.2.2 Definitions. The terms used in this Article 14.2 shall have the same meaning as those terms have in the above referenced statutes and agreements. Any reference to statutory, regulatory, or contractual language shall be to such language currently in effect or as amended.

- 14.2.2.1 "Breach" shall have the same meaning given to such term under the IEA and CMPPA. It shall include a "PII loss," as defined in the CMPPA, and both a "Breach of the security of the system" and a "Notice Triggering Personal Information" event, as identified in CIPA (Civil Code section 1798.29).
- 14.2.2.2 "County" shall mean that part of County designated as the hybrid entity, subject to the Standards for Privacy of Individually Identifiable Health Information set forth in and those parts of County designated as Contractors of other entities subject to the Standards for Privacy of Individually Identifiable Health Information, as set forth in Part 160 and Part 164, Subparts A and E.
- 14.2.2.3 "County PII/PI" shall have the same meaning as Personally Identifiable Information/Personal Information as below, specific to PII/PI received by Contractor from County or acquired or created by Contractor in connection with performing the functions, activities, and services specified in this Article 14.2 on behalf of County.
- 14.2.2.4 "Individual" shall generally have the same meaning as the term "individual" in Title 45 Code of Federal Regulations, Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- 14.2.2.5 "Personal Information" shall have the same meaning given to such term in CIPA, section 1798.3(a).
- 14.2.2.6 "Personally Identifiable Information" (PII) shall have the same meaning given to such term in the IEA and the CMPPA.
- 14.2.2.7 "Required by law" shall have the same meaning as the term "required by law" in 45 CFR section 164.501.
- 14.2.2.8 "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of County PII/PI, or confidential data, or interference with system operations of an information system.

14.2.3 Responsibilities of Contractor.

- 14.2.3.1 Permitted Uses and Disclosures of County PII/PI by Contractor. Contractor shall only use County PII/PI to perform functions, activities, or services for or on behalf of County pursuant to this Contract, provided that such use or disclosure does not violate any applicable Federal or State law or regulation.
 - 14.2.3.1.1 Confidentiality of Alcohol and Drug Abuse records. Contractor shall comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2, as applicable.
- 14.2.3.2 Prohibited Uses and Disclosures. Contractor shall not use or disclose County PII/PI, other than as permitted or required by the Contract or as permitted or required by Law.
- 14.2.3.3 Safeguards.
 - 14.2.3.3.1 Contractor shall use appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of County PII/PI and to prevent use or disclosure of County PII/PI, other than as provided for by this Contract.
 - 14.2.3.3.2 Contractor shall develop and maintain a written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- 14.2.3.4 Security. Contractor shall take any and all steps necessary to ensure the continuous safety of all data systems containing County PII/PI. The Contractor shall, at a minimum:
 - 14.2.3.4.1 Comply with all of the data system security precautions listed in Article 14.3, Data Security Requirements;
 - 14.2.3.4.2 Provide a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - 14.2.3.4.3 If the data includes County PII, Contractor shall also comply with the Privacy and Security requirements in the CMPPAA and the IEA.

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- 14.2.3.5 Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PII/PI by Contractor or its agents, in violation of this Article 14.2.
- 14.2.3.6 Contractor's Agents or Subcontractors. Contractor shall ensure that any agent, including a subcontractor that creates, receives, maintains, or transmits County PII/PI on behalf of the Contractor shall adhere to the same restrictions, conditions, and requirements that apply to the Contractor. Contractor shall incorporate, when applicable, the relevant provisions of this Article 14.2 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirements related to security incidents or breaches of unsecured County PII/PI.
- 14.2.3.7 Availability of Information. Contractor shall make County PII/PI available to County for purposes of oversight, inspection, amendment, and response to request for records, injunctions, judgments, and orders for production of County PII/PI. Contractor shall provide a list of all employees, contractors and agents who have access to County PII/PI, including employees, and agents of its subcontractors and agents, at the request of County. Contractor shall provide any requested records to County within forty-eight (48) hours of such request.
- 14.2.3.7.1 Internal Practices. Contractor shall make internal practices, books, and records relating to the use and disclosure of County PII/PI received from, or created or received by Contractor on behalf of County available to County, in a time and manner designated by County. Confidentiality shall not prevent County, its agents, or any other governmental entity from accessing such records if that access is legally permissible under the applicable Federal or State regulations.
- 14.2.3.8 Cooperation with County. Contractor will cooperate and assist County, in the time and manner designated by County, to ensure County's compliance with applicable Federal and State laws and regulations, such as, but not limited to CIPA. Contractor's cooperation shall include, but is not limited to: accounting of disclosures, correction of errors, production, disclosures of a security breach, and notice of such breach to affected individuals that involve County PII/PI and Contractor.
- 14.2.3.9 Reporting of Breaches and Security Incidents. Contractor shall implement reasonable systems for the discovery of, prompt reporting to County of, and prompt corrective action regarding any use or disclosure, or suspected use or disclosure, of County PII/PI not provided for by the Contract and/or any transmission of unsecured County PII/PI and shall take the following steps.
- 14.2.3.9.1 Contractor shall make all reporting of breaches and security incidents simultaneously to County Contracting Officer's Representative and Agency Privacy Officer.
- 14.2.3.9.2 Initial Reporting.
- 14.2.3.9.2.1 Reporting shall be immediate, by both telephone and email, upon the discovery of a breach of unsecured County PII/PI in electronic media or in any other media if County PII/PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration.
- 14.2.3.9.2.2 Reporting shall be within twenty-four (24) hours by email of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of County PII/PI in violation of this Article 14.2, or potential loss of confidential data affecting this Article 14.2.
- 14.2.3.9.2.3 A breach or suspected security incident shall be treated as discovered by Contractor as of the first day on which the breach is known, even if not confirmed, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the Contractor.
- 14.2.3.9.2.4 Reporting shall additionally include emailing of the "County Privacy Incident Report" form within twenty-four (24) hours of any above incident, to include all information known at the time of the notification. Contractor shall use the most current version of this form, which is posted on County's website, www.cosd.compliance.org.
- 14.2.3.9.3 Corrective Action. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of County PII/PI, Contractor shall take prompt

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corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

14.2.3.9.4 Investigation and Investigation Report. Contractor shall immediately investigate such security incident or breach. Within seventy-two (72) hours of the discovery, Contractor shall submit an updated "County Privacy Incident Report."

14.2.3.9.5 Complete Report. Contractor shall provide a complete report of the investigation within five (5) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on County's "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of Federal and State law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide County with such information. County will review and approve the determination of whether: a breach occurred, individual notifications are required, and the corrective action plan is adequate.

14.2.3.9.6 Responsibility for Reporting Breaches. If County determines that the cause of a breach of County PII/PI is attributable to Contractor or its subcontractors, agents or vendors, Contractor is responsible for all required reporting as specified under CIPA section 1798.29(a) and as may be required under IEA, as well as any other Federal or State law and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner, and content of any such notifications and County's review and approval must be obtained before the notifications are made. If the Contractor believes duplicate reporting of the same breach or incident may occur, because its subcontractors or agents may report the breach or incident to County as well, Contractor shall notify County and may take action to prevent duplicate reporting.

14.2.3.10 Designation of Individuals. Contractor shall appoint Privacy and Security officials who are accountable for compliance with this Article and for communicating Privacy and Security matters to County.

14.3 DATA SECURITY REQUIREMENTS

Contractor shall ensure the continuous security of all computerized data systems and paper documents containing County PHI and/or County PII/PI. These steps shall include, at a minimum:

14.3.1 Personnel Controls. Contractor shall ensure: all workforce members who assist in the performance of functions or activities on behalf of County, or access or disclose County PHI and/or County PII/PI, shall:

14.3.1.1 Have undergone a thorough Contractor background check, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security, privacy, or integrity of County PHI and/or County PII/PI, prior to the workforce member obtaining access to County PHI and/or County PII/PI. The Contractor shall retain each workforce member's Contractor background check documentation for a period of three (3) years following contract termination.

14.3.1.2 Complete privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training shall sign a certification, indicating the workforce member's name and the date on which the training was completed. These certifications shall be retained for a period of six (6) years following contract termination, and shall be available to County upon request. Sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement shall be signed by the workforce member prior to access to County PHI and/or County PII /PI and shall be renewed annually. The Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

14.3.1.3 Be appropriately sanctioned if they fail to comply with security and privacy policies and procedures, including termination of employment when appropriate.

14.3.2 Physical Security Controls. Contractor shall safeguard County PHI and/or County PII/PI from loss, theft, inadvertent disclosure, and therefore shall:

14.3.2.1 Ensure County PHI and/or County PII/PI is used and stored in an area that is physically safe from access by unauthorized persons during both working hours and nonworking hours;

14.3.2.2 Secure all areas of Contractor facilities where Contractor workers use or disclose County PHI and/or County PII/PI. The Contractor shall ensure that these secured areas are only accessed by authorized individuals with

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properly coded key cards, authorized door keys or other access authorization, and access to premises is by official identification;

- 14.3.2.3 Issue workers who assist in the administration of County PHI and/or County PII/PI identification badges and require workers to wear badges at facilities where County PHI and/or County PII/PI is stored or used;
- 14.3.2.4 Ensure each location where County PHI and/or County PII/PI is used or stored has procedures and controls that ensure an individual whose access to the facility is terminated:
 - 14.3.2.4.1 Is promptly escorted from the facility by an authorized employee; and
 - 14.3.2.4.2 Immediately has their access revoked to any and all County PHI and/or County PII/PI.
- 14.3.2.5 Ensure there are security guards or a monitored alarm system twenty-four (24) hours a day, seven (7) days a week at facilities where County PHI and/or County PII/PI is stored;
- 14.3.2.6 Ensure data centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of County PHI and/or County PII/PI have perimeter security and access controls that limit access to only authorized Information Technology Staff. Visitors to the data center area must be escorted by authorized IT staff at all times;
- 14.3.2.7 Store paper records with County PHI and/or County PII/PI in locked spaces in any facilities that are multi-use, meaning that there are County PHI and/or County PII/PI functions and Contractor functions in one building in work areas that are not securely segregated. The contractor shall have policies that state workers shall not leave records with County PHI and/or County PII/PI unattended at any time in cars or airplanes and shall not check County PHI and/or County PII/PI on commercial flights; and
- 14.3.2.8 Use all reasonable means to prevent non-authorized personnel and visitors from having access to, control of, or viewing County PHI and/or County PII/PI.

14.3.3 Technical Controls. Contractor shall ensure:

- 14.3.3.1 All workstations, copiers, and laptops that process and/or store County PHI and/or County PII/PI shall:
 - 14.3.3.1.1 Be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution shall be full disk; and
 - 14.3.3.1.2 Install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- 14.3.3.2 Have critical security patches applied, with system reboot if necessary. There shall be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches shall be installed within thirty (30) days of vendor release.
- 14.3.3.3 All servers containing unencrypted County PHI and/or County PII/PI shall have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- 14.3.3.4 Only the minimum necessary amount of County PHI and/or County PII/PI required to perform necessary business functions may be copied, downloaded, or exported.
- 14.3.3.5 All electronic files that contain County PHI and/or County PII/PI shall be encrypted when stored on any removable media or portable device (i.e. flash drives, cameras, mobile phones, CD/DVD, backup media, etc). Encryption shall be a FIPS 140-2 certified algorithm, which is 128bit or higher, such as AES.
- 14.3.3.6 All users shall be issued a unique user name for accessing County PHI and/or County PII/PI. Username shall be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours.
 - 14.3.3.6.1 Passwords shall be:
 - 14.3.3.6.1.1 At least eight characters;
 - 14.3.3.6.1.2 A non-dictionary word;
 - 14.3.3.6.1.3 Changed at least every ninety (90) days;
 - 14.3.3.6.1.4 Changed immediately if revealed or compromised; and
 - 14.3.3.6.1.5 Composed of characters from at least three of the following four groups from the standard keyboard:
 - 14.3.3.6.1.5.1 Upper case letters (A-Z)

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14.3.3.6.1.5.2 Lower case letters (a-z)

14.3.3.6.1.5.3 Arabic numerals (0-9)

14.3.3.6.1.5.4 Non-alphanumeric characters (punctuation symbols)

14.3.3.6.2 Passwords shall not be shared and shall not be stored in readable format on the computer.

14.3.3.7 Appropriate management control and oversight, in conjunction with County of the function of authorizing individual user access to County PHI and/or County PII/PI and over the process of maintaining access controls numbers and passwords.

14.3.3.8 When no longer needed, all County PHI and/or County PII/PI shall be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7' Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88.

14.3.3.9 All systems providing access to, transport of, or storage of County PHI and/or County PII/PI shall:

14.3.3.9.1 Provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

14.3.3.9.2 Display a warning banner stating that data is confidential systems are logged and system use is for business purposes only by authorized users. Users must be directed to log off the system if they do not agree with these requirements.

14.3.3.9.3 Maintain an automated audit trail that identifies the user or system process which initiates a request for County PHI and/or County PII/PI, or which alters County PHI and/or County PII/PI. The audit trail shall be date and time stamped, shall log both successful and failed accesses, shall be read only, and shall be restricted to authorized users. If County PHI and/or County PII/PI is stored in a database, database logging functionality shall be enabled. Audit trail data shall be archived for at least three (3) years after occurrence, and shall be available to County upon request.

14.3.3.9.4 Use role based access controls for all users, enforcing the principle of least privilege.

14.3.3.9.5 Be protected by a comprehensive intrusion detection and prevention solution if they are accessible via the internet.

14.3.3.10 All data transmissions of County PHI and/or County PII/PI outside the secure internal network shall be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing County PHI and/or County PII/PI can be encrypted. This requirement pertains to any type of County PII/PI in motion such as website access, file transfer, and E-Mail.

14.3.4 Audit Controls. Contractor shall ensure:

14.3.4.1 All systems processing and/or storing County PHI and/or County PII/PI shall have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

14.3.4.2 All systems processing and/or storing County PHI and/or County PII/PI shall have a routine procedure in place to review system logs for unauthorized access.

14.3.4.3 All systems processing and/or storing County PHI and/or County PII/PI shall have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

14.3.4.4 Investigate anomalies in usage of County PHI and/or County PII/PI identified by County and report conclusions of such investigations and remediations to County.

14.4.4 Business Continuity / Disaster Recovery Controls

14.4.4.1 Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI and/or County PII/PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

14.4.4.2 Contractor shall ensure Data Centers with servers, data storage devices, and critical network infrastructure involved in the use or storage of County PHI or PII/PI, must include sufficient environmental protection such as cooling, power, fire prevention, detection, and suppression.

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14.4.4.3 Contractor shall have established documented procedures to backup County PHI and/or County PII/PI to maintain retrievable exact copies of County PHI and/or County PII/PI. The plan shall include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PHI and/or County PII/PI should it be lost. At a minimum, the schedule shall be a weekly full backup and monthly offsite storage of County data.

14.3.5 Paper Document Controls. Contractor shall ensure:

- 14.3.5.1 County PHI and/or County PII/PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or separate office inside a larger office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI and/or County PII/PI in paper form shall not be left unattended at any time in vehicles and shall not be checked in baggage during commercial flights.
- 14.3.5.2 Visitors to areas where County PHI and/or County PII/PI are contained shall be escorted and County PHI and/or County PII/PI shall be kept out of sight while visitors are in the area.
- 14.3.5.3 County PHI and/or County PII/PI shall be disposed of through confidential means, such as cross cut shredding and pulverizing.
- 14.3.5.4 County PHI and/or County PII/PI shall not be removed from the premises of the Contractor except for identified routine business purposes or with express written permission of County.
- 14.3.5.5 Faxes containing County PHI and/or County PII/PI shall not be left unattended and fax machines shall be in secure areas. Fax cover sheets shall contain a confidentiality statement instructing persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- 14.3.5.6 Mailings of County PHI and/or County PII/PI shall be sealed and secured from damage or inappropriate viewing of County PHI and/or County PII/PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI and/or County PII/PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County's HHS Privacy Officer to use another method is obtained.
- 14.3.5.7 Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of County PHI and/or County PII/PI by Contractor or its agents, including a subcontractor, and/or in violation of the requirements of the Contract.

14.4 MISCELLANEOUS

- 14.4.1 Disclaimer. County makes no guarantee that compliance with this agreement will be satisfactory for the Contractor's own purposes.
- 14.4.2 Amendment. The Parties agree to take action as necessary to amend this Article 14 from time to time as is necessary for County to comply with the requirements of any and all applicable other Federal or State laws and regulations.
- 14.4.3 Judicial or Admin Proceedings. Contractor will notify County if it is named as a defendant in any criminal, civil, or administrative proceeding for a violation of any applicable security or privacy law.
- 14.4.4 Assistance in Litigation or Admin Proceedings. Contractor shall make itself and any of its agents available, at no cost to County, to testify, or otherwise, in the event of litigation or administrative proceedings commenced against County, its directors, officers, or employees, based on claimed violations of any applicable confidentiality, privacy, or security law or regulation, whether Federal or State, if that litigation or proceeding involves actions of Contractor or its agents, except those where Contractor or its Agents are named as an adverse party.
- 14.4.5 Interpretation. Any ambiguity in this Article 14 shall be resolved in favor of a meaning that permits County to comply with the applicable Federal or State law or regulation.
- 14.4.6 Conflict. If a conflict between any of the standards contained in any of these enumerated sources of standards is found, Contractor shall follow the most stringent standard. The most stringent means that safeguard which provides the highest level of protection to County PHI and/or County PII/PI from unauthorized disclosure.
- 14.4.7 Regulatory References. All references in this Article 14 to any regulation or law mean the regulation or law currently in effect, including those legal and regulatory changes that occur after the effective date of this Agreement.
- 14.4.8 Survival. The respective rights and obligations of Contractor and Contractor under this Article 14 shall survive the termination of the Contract.

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- 14.4.9 No Waiver of Obligations. No change, waiver, or discharge of any liability or obligation hereunder or any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 14.4.10 Due Diligence. Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Article 14 and is in compliance with all applicable Federal and State laws and regulations, and that its agents, subcontractors, and vendors are in compliance with their obligations as required by this Article 14.
- 14.4.11 Effect of Termination. Upon termination of the Contract, for any reason, with respect to any and all County PHI and/or County PII/PI received from County, or created or received by Contractor on behalf of County:
- 14.4.11.1 Contractor shall return or destroy all County PHI and/or County PII/PI and retain no copies of County PHI and/or County PII/PI, except County PHI and/or County PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties.
 - 14.4.11.2 Upon mutual agreement of the Parties that return or destruction of County PHI and/or County PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI and/or County PII/PI for so long as Contractor maintains such County PHI and/or County PII/PI.
 - 14.4.11.3 Contractor shall return to County or destroy, as determined by County, County PHI and/or County PII/PI retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities.
 - 14.4.11.4 This provision shall apply to County PHI and/or County PII/PI that is in the possession of subcontractors or agents of Contractor.

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

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- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding Contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COR within one work day of their occurrence. However, if this contract includes Article 14, Contractor must adhere to timelines contained in Article 14.

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- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. However, if this contract includes Article 14, Contractor must adhere to requirements contained in Article 14.
- 16.21.1 Criminal Background Check. Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.
- 16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."
- 16.21.4 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
 - B. Minor: Individuals under the age of eighteen (18) years old.
 - C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
 - D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
 - E. Volunteer: A person who performs a service willingly and without pay.
- 16.22 Health Insurance. Contractor shall ask any client if the client or any minor(s) for whom they are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

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AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
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SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective the date signed by the Department of Purchasing and Contracting and end on June 30, 2017.

OPTION TO EXTEND. The County's option to extend is for five (5) increments of one (1) year each for a total of five (5) years beyond the expiration of the Initial Term, not to exceed June 30, 2022, pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed two million two hundred seventy-five thousand dollars (\$2,275,000) for the initial term of this Agreement and two million six hundred thousand dollars (\$2,600,000) for each of the 5 one year option periods, for a maximum Agreement amount not to exceed fifteen million two hundred seventy-five thousand dollars (\$15,275,000), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Timothy Salyer, CEO
151 Kalmus Dr., Suite K-1
Costa Mesa, CA 92626
Tel: 714-384-3339, Fax: 714-384-3879, Email: tsalyer@hcsinc.org

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.


David Joralemon, Division Chief
330 West Broadway, Ste 670
San Diego, CA 92101
Tel: 619-615-6409, Fax: 619-615-6407, Email: david.joralemon@sdcounty.ca.gov

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

HEALTHCARE SERVICES, INC.

By: 
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: 
TIMOTHY SALYER, CEO

Date: 8/10/16

Date: 8/8/16

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
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EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose:

Contractor shall serve adults under the supervision of the San Diego County Probation Department (Offenders) by providing a large, multi-purpose Community Transition Center (CTC) that is operational twenty-four (24) hours a day, seven (7) days a week. The CTC shall co-locate San Diego County Probation (Probation) staff, a Health and Human Services Agency's Behavioral Health Services Team (BHST), and contractor staff to provide a continuum of services including, but not limited to: transportation; comprehensive screening/assessment; on-site alcohol and drug (AOD) detoxification; early intervention services; short-term transitional housing; and, linkage to additional community reentry resources to support them during their reintegration into the community.

2. Background:

Assembly Bill 109 (AB 109), passed in 2011, requires counties to supervise certain offenders leaving state prison and includes provisions for the mandatory supervision of certain offenders serving local prison sentences. San Diego County developed the Public Safety Realignment 2011 Implementation Plan (Implementation Plan), which was adopted by the Board of Supervisors on September 27, 2011 (2) and amended on December 6, 2011 (1). One of the Implementation Plan's objectives was to establish a Community Transition Center (CTC) to aid in the successful community reentry of Offenders. On May 8, 2012 (1), the Board authorized the contracting of services to aid in the successful reentry of Offenders through a Community Transition Center (CTC).

3. Outcomes:

3.1. Outcome Objectives: Contractor shall meet the Outcome Objectives listed below.

3.1.1. Intake: One-hundred percent (100%) of Offenders entering the CTC will complete the intake process.

3.1.2. Drug Testing: One-hundred percent (100%) of Offenders entering the CTC will complete a urinalysis test for alcohol and other drugs.

3.1.3. Transportation:

3.1.3.1. Contractor shall transport 100% of Offenders released to San Diego on PRCS supervision.

3.1.3.2. Contractor shall transport 100% of Offenders from the CTC to placement.

4. Target Population:

4.1. Target Population: Contractor shall provide services to Offenders referred by the Probation Department.

4.2. Geographical Service Area: Services shall be designed to serve Offenders throughout the entire County of San Diego, California.

5. Specific Requirements for Service Delivery:

5.1. Short Term Transitional Housing:

5.1.1. Offender Capacity: Contractor shall provide fifty (50) beds.

5.1.2. Meals: Contractor shall provide three healthy and balanced restaurant-quality meals daily for the Offenders housed at the CTC.

5.1.3. Program Length: Contractor shall serve Offender for up to thirty (30) consecutive days. Additionally, Offenders may return to the CTC after his or her first 30-days, if-needed as requested by Probation.

5.1.4. Sleeping quarters shall be gender specific.

5.1.5. Contractor will provide an environment that has zero tolerance for drugs and alcohol use. Any kind of drug or alcohol violation or the suspicion of such a violation will be reported to the COR within 24 hours.

5.2. Intake:

5.2.1. Assessment: Probation shall complete comprehensive screening/assessment upon Offender's arrival at CTC. The assessment will assess for substance abuse, mental health, physical health, vocational history, family support systems, education, and housing need. This assessment will be provided to the Contractor by Probation upon completion.

5.2.2. Physical Health: Contractor shall use a self-report physical health screening questionnaire to screen for emergent physical and mental health needs. Contractor shall report questionnaire results to Probation upon completion.

5.2.2.1. Contractor shall ensure that Offenders are linked to physical health care services according to the results of the questionnaire, including mobile clinics, while they reside at the CTC.

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- 5.3. **Drug Testing:** Contractor shall provide staff to conduct alcohol and other drug testing upon intake as well as randomly throughout the Offenders' stay.
- 5.3.1. Intake testing shall be presumptive and results reported to Probation upon determination of negative or positive outcome.
- 5.3.1.1. Alcohol and Drug testing may include any of the following: patch, urinalysis; breathalyzer (alcohol only), and oral swab.
- 5.3.1.2. **Urinalysis Testing:** If presumptive test is positive, contractor shall send sample to the Probation designated urinalysis testing vendor. Any exception must be pre-approved in writing by the COR. Urinalysis testing shall be observed and staff must be gender-appropriate.
- 5.3.1.2.1. **Protocol:** Contractor shall develop, implement and maintain a testing protocol to ensure against falsification or contamination of urine specimens. Protocol shall be pre-approved by the COR.
- 5.3.1.3. Contractor shall conduct random drug testing once a week for all residents.
- 5.3.1.4. **Drug Testing Reporting:** Contractor shall report to Probation all positive drug tests within 24 hours of testing date.
- 5.4. **Detoxification:** Contractor shall provide licensed, non-medical detoxification services on-site for those Offenders who test positive at intake.
- 5.4.1. Contractor shall maintain proper licensure for the life of the contract.
- 5.5. **Early Intervention:** Contractor shall provide early intervention education to Offenders for a minimum of five (5) hours per day, seven (7) days per week. This may include but is not limited to: group meetings, life skills, and accessing community resources.
- 5.6. **Programming:** Contractor shall work collaboratively with Probation to provide a variety of programming for Offenders as requested by Probation. Programming may include, but is not limited to: classes such as yoga, art, or other holistic and faith-based classes.
- 5.7. **Medication Monitoring:** Contractor shall provide medication management services to include monitoring of medication compliance, tracking of medication, and the secure storage of medication for all Offenders who reside at the CTC. Medication monitoring shall be done by either a Licensed Vocational Nurse (LVN) or similar, using a protocol developed by the contractor and pre-approved by COR.
- 5.8. **Transportation:**
- 5.8.1. Contractor shall provide direct transportation for Offenders from state prisons, camps, local jails, and Probation offices to the CTC upon his/her release from custody.
- 5.8.1.1. Contractor shall provide wheelchair accessible vehicles as needed.
- 5.8.1.2. Contractor shall coordinate with Probation staff for the transportation of Offenders with special needs including, but not limited to: those required to register per PC 290, those required to register per PC 457.1 and Secure Housing Unit/High Control inmates.
- 5.8.1.3. Contractor shall coordinate a daily transportation schedule with Probation staff.
- 5.8.1.4. Contractor shall be available to provide transportation on short notice when needed.
- 5.8.1.5. Contractor shall provide transportation for Offenders from CTC to treatment placement, housing, or home upon completion of the assessment process.
- 5.8.2. Contractor shall coordinate pick-ups and drop-offs with the CDCR and San Diego County Probation.
- 5.8.2.1. Contractor shall establish relationship and protocol of communication with CDCR to receive Offender release information. Protocol must be pre-approved by the COR.
- 5.8.2.2. Contractor shall confirm Offender release information relayed to them by Probation before dispatching a driver.
- 5.8.3. **Ancillary Services:** Transportation shall be provided by the contractor to and from ancillary services including, but not limited to: medical appointments, behavioral health appointments, physical health appointments, Probation offices, court appearances or any other location as requested by Probation, to help meet case management needs of the Offenders. Contractor will not be reimbursed for transportation of Offenders to and from ancillary services.
- 5.8.3.1. Contractor shall provide support to Offenders at these appointments when requested by Probation.

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- 5.8.4. No Release/No Pick-Up:
- 5.8.4.1. If no prior notice was given to Contractor by Probation or CDCR that the Offender would not be released, contractor shall receive payment.
 - 5.8.4.2. If prior notice of at least twelve (12) hours was given by Probation or CDCR that the Offender would not be released, contractor shall not receive payment.
- 5.8.5. Successful transportation: Successful transportation of Offenders shall be defined as transportation from institutions located in California to the CTC and shall be reimbursed according to the regions in Exhibit C – Payment schedule. Transportation Structure will be according to the attached table. (Attachment 1).
- 5.8.5.1. Miscellaneous (Out of State): Miscellaneous transportation shall be defined as transportation from out of state prisons or jails to the CTC.
- 5.9. **Gender Specific Services:** Contractor shall offer gender specific services to Offenders including treatment groups.
- 5.9.1. Contractor shall consider relevant gender-specific issues in the provision of services including the screening assessment process and room assignments.
 - 5.9.2. Contractor shall demonstrate identification of relevant gender specific issues within appropriate and relevant assessment and treatment documentation.
- 5.10. **Security and Maintenance of Good Order:** Contractor shall be responsible for maintaining the program structure and security of the facility including searches of Offender's person and property, facility's housing and common areas according to Contractor's policies as approved by the COR.
- 5.11. **Serious Incident and Unusual Occurrence Reporting:** During business hours, serious incidents and occurrences shall be reported to the Senior Probation Officer on site. During non-business hours contractor shall report serious incidents and unusual occurrences via telephone to a designated Probation point of contact. Contractor agrees to provide written reporting of any serious incident or unusual occurrence when requested by Probation.
- 5.11.1. Contractor shall report any observed, reported, or suspected law violations by an Offender or program staff during the course of their duties.
 - 5.11.2. Contractor shall report: deaths; injury/illness requiring professional medical attention; major or minor crimes; disturbance or disruption in material services; threats of, or actual violence; illicit/illegal substance use on site; staff-related issues/over-familiarization; alleged child abuse, absconding from the program; any other unusual incidents of misconduct.
- 5.12. **Monthly Reporting:** Contractor shall report the following monthly:
- 5.12.1. Number of Offenders entering CTC during month by service modality.
 - 5.12.2. Number of Offenders discharged from CTC during month by service modality.
 - 5.12.3. Number of Offenders by gender.
 - 5.12.4. Number of Offenders transported to initial community placement during month.
 - 5.12.5. Number of transports to ancillary services.
 - 5.12.6. Other demographic information as requested by Probation.
6. **General Requirements for Service Delivery:**
- 6.1. Contractor shall develop and maintain written program admission policies, procedures and protocols.
 - 6.2. **Payment:** Contractor shall submit invoices for services performed based on Exhibit C – Pricing Schedule.
 - 6.2.1. A processing fee is billable upon intake of each Offender at CTC.
 - 6.2.2. The daily residential rate is billable if the offender is housed past 6:00PM at the CTC.
 - 6.3. **Cultural Competency:** Contractor shall provide organizational and systematic practices demonstrating cultural competence and diversity to the Offenders. A set of congruent behaviors, attitudes, and policies for projects, programs and systems shall be adopted that enable people to work effectively in cross-cultural situations. All services provided shall be oriented to meet the unique linguistic and cultural needs of the diverse Offenders served through the CTC.
 - 6.3.1. Contractor's services shall be provided in accordance with principles of cultural competence, and cultural competence shall be measurable and measured by using a for program self-assessment as approved by COR. Contractor shall demonstrate knowledge and application of principles of delivering culturally competent services. Services provided for diverse populations shall incorporate cultural competence and respect to

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ethnicity and should encompass non-ethnic populations, including those based on gender (men, women, and transgendered), and gay, lesbian, and bisexual persons.

6.3.2. **Bilingual Services:** Contractor shall ensure that program staff is culturally competent to serve the cultural and diverse backgrounds of the residents to be served by:

6.3.2.1. Providing access to bilingual language services or appropriate referrals in their residents' primary language to ensure effective communication;

6.3.2.2. Identifying a process to determine bilingual proficiency of staff;

6.3.2.3. Providing access to arrange for language translation services or appropriate referrals when staff does not have the capability to speak a resident's language, by using interpreter services as necessary, including American Sign Language by conducting ongoing cultural competency training to staff.

6.3.2.4. Providing a human resource plan that reflects the diversity of the population to be served including staff training; and

6.3.2.5. Developing cultural competency standards for the agency and program.

6.3.3. **Interpreter Services for the Deaf, Hard of Hearing and Late Deafened:** Contractor shall provide for professional certified interpreter services as-needed for deaf, hard of hearing, and late deafened Offenders to facilitate complete communication and to ensure provision of appropriate services.

6.4. **Trauma Informed Care:** Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors. Contractor shall allow services to be delivered in a way that will avoid inadvertently re-traumatizing Offenders and will facilitate consumer participation in treatment.

6.5. **Inappropriate Offender Relations:** Contractor shall have a written policy prohibiting inappropriate Offender to Offender contact and relations. Contractor shall document and report any instances of inappropriate relations to Probation immediately upon notice or suspicion.

6.6. **Emergency Critical Services:** Probation has identified this contract as Emergency Critical. Contractor must identify the primary program contact for emergency/disaster communication and any succession of authority should the primary contact be unavailable. Emergency/disaster contacts must be made known to the COR within fifteen (15) days of start of contract, or whenever there is a change in contact person.

6.6.1. If the need to evacuate the primary service site arises, there must be arrangements for either an alternate site to house program Offenders, or a plan to discharge residents back to their own homes. The alternate site or plan to discharge to home must be made known to the COR within fifteen (15) days of start of the contract.

6.6.2. Contractor shall contact COR if there is an evacuation or relocation of services during the provision of services. COR must pre-approve discontinuation of services.

6.7. **HIV Services:** Contractor shall provide Human Immunodeficiency Virus (HIV) information and referral services for each individual admitted into the program.

6.8. **Evaluator:** Contractor will cooperate with any Probation contracted or approved evaluator (at no cost to the program). Contractor will allow said evaluator access to their facility, observation of group therapy, staff interviews and all records.

6.9. **Data:** Contractor will provide individual level data in billing and whenever requested by the Probation Department or any contracted evaluator.

7. Contractor Program Staff Qualifications:

7.1. **On-site Manager:** Contractor shall provide a full-time on-site program manager for the CTC. Time may be divided between administration and direct services.

7.2. **Program Registrar:** Contractor shall provide a full-time Program Registrar who shall function as the key contact person for receiving and responding to Offender progress inquiries from designated third-party referral sources. Responses shall be timely and consistent with confidentiality requirements.

7.2.1. Registrar shall have excellent written, oral, and telephone communication skills.

7.2.2. Registrar shall be competent in using personal computer-based software programs to facilitate information flow.

7.2.3. Contractor shall designate back-up staff person to perform these duties when primary is absent, e.g. due to illness, vacation, or staff turnover.

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- 7.3. **Program Receptionist:** Contractor shall provide staff to conduct contractor's intake process and provide the daily clerical services for the CTC.
- 7.3.1. Contractor shall be able to provide intake between the hours of 7:30am and 10:30pm seven (7) days a week including weekends and holidays.
- 7.4. **Overnight Coverage:** Contractor shall staff program site twenty-four (24) hours, seven (7) days a week including weekends and holidays. Staff must be on-site, available, and awake for all emergent situations.
- 7.4.1. Contractor shall post the overnight coverage staffing schedule.
- 7.4.2. Overnight staff shall have the following minimum qualifications: current CPR/First-Aid certification, eighteen (18) years of age or older, trained and able to respond to emergency situations.
- 7.5. **Personnel:** Contractor shall notify Probation of any changes in key personnel or subcontractors in writing or email within thirty (30) days of assignment or termination.
- 7.5.1. Qualifications: Contractors shall submit resumes and supporting documentation for candidates under consideration for hire at the supervisory level to the COR or his designee. Should the COR or designee choose to provide written comments, the comments shall be provided within five (5) working days of receipt of candidates' resumes and supporting documentation.
- 7.5.2. Sexual Contact: Sexual contact shall be strictly prohibited between residents and the program staff, including members of the Board of Directors. The prohibition shall remain in effect six (6) months after an Offender leaves the CTC or a staff member terminates employment.
- 7.5.2.1. A written statement explaining the sexual contact policy shall be included in every Offender's rights statement given at admission to the CTC.
- 7.5.2.2. Contractor shall include a statement in every employee's personnel file that the employee received and understood the sexual contact prohibition.
- 7.6. **Emergency Care Training:** All program staff, including program volunteers who work more than thirty (30) days and are not under immediate supervision of trained staff, shall have current First Aid and Cardio-Pulmonary Resuscitation (CPR) certification. New staff shall be trained within three (3) months of the date of hire. Verification of certification shall be placed in the employee's personnel file.
- 7.7. **Tuberculosis (TB) Testing:** Contractor shall follow TB testing guidelines for all Offenders/residents as indicated below:
- 7.7.1. Every resident shall be screened for the signs and symptoms of tuberculosis and shall be determined to be free from active tuberculosis. Results shall be maintained in the Offender's file. Contractor shall include a signed release by the Offender per the Health Insurance Portability and Accountability Act (HIPAA) that allows for Health information to be kept in their file.
- 7.7.2. Contractor shall refer all persons in need of TB treatment and denied admission to the program to an agency providing TB services.
- 7.7.3. For Offenders that are admitted solely for detoxification services, the Contractor shall be exempted from completing the above TB screening requirement unless the Offender remains in the facility for ten (10) days or more.
- 7.7.4. Contractor shall make information about TB services available to all admitted Offenders including information regarding counseling, testing, and medical treatment.
8. **Program Location, Hours of Operation, and Facility Requirements:**
- 8.1. Contractor shall provide all facilities, facility management, staff, Offender consumables and sustenance, supplies and other resources necessary to establish and operate the program.
- 8.2. Contractor shall provide services twenty-four (24) hours a day, seven (7) days a week including weekends and holidays.
- 8.3. Contractor must notify Probation of any circumstances that may result in a change of location of the facility or break in any service within seven (7) days of learning of the circumstance. Contractor shall notify County at least sixty (60) days prior to any move. Move must be pre-approved in writing by the COR.
- 8.4. COR shall be granted full access to any proposed facility and shall have the right to inspect facility plans and any other documents deemed necessary for review of the proposed facility.

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- 8.5. Under no circumstances shall there be a break in any services, excluding the provision of transitional housing in the event of a change of location or loss of use of the facility. The Contractor is responsible for obtaining at its own expense sufficient facilities to provide all services other than the provision of transitional housing services.
- 8.6. **Office Space:** Contractor will provide sufficient space for up to twenty (20) County Staff, with at least four (4) private offices, a multi-use room for large meeting groups, as well as rooms appropriate for Offender assessments and rearrests. Office space requirements shall be pre-approved by COR.
- 8.7. **Parking:** Contractor shall provide free parking for County staff in a location pre-approved by COR.

9. Access to Criminal Offender Record Information (CORI)

“Criminal offender record information” (CORI) is defined by Penal Code §§ 11075 and 13102 as “records and data compiled by criminal justice agencies for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release.” CORI includes but is not limited to information from the California Law Enforcement Telecommunications System (CLETS), Probation’s Case Management System (PCMS), and local County records. Penal Code § 11076 provides that “criminal offender record information shall be disseminated, whether directly or through any intermediary, only to such agencies as are, or may subsequently be, authorized access to such records by statute.” See also Cal. Pen. Code § 13201. As a “criminal justice agency” defined under 11 CCR §701(a) and Penal Code § 13101, the Probation Department is affirmatively authorized to the release of CORI and access to its facilities that secure CORI systems, as needed in the course of its duties pursuant to Penal Code §§ 11076, 11105, 13300 and 15150, et seq.

- 9.1. **Application:** In order to ensure the safety of program offenders and the integrity of this program This section 9, Access to CORI, shall apply to all employees, volunteers, interns and subcontractors with access or potential access to CORI systems, including but not limited to those individuals with unescorted access to County devices, programs and/or facilities/properties that store, process or transmit CLETS/CORI information. Access or potential access to CLETS/CORI, can be in the form of hardcopy documentation, verbal communication, or other forms of information sharing, as well as access to Probation’s facilities where CLETS/CORI is created, stored, handled or discussed.
- 9.2. **Training Requirements.** Contractor shall ensure that all employees, volunteers, interns and subcontractors, with “physical and logical” access to CLETS/CORI and/or the facilities that secure CORI systems (unless these individuals are escorted by authorized personnel at all times) shall receive CORI/CLETS training from a certified CLETS/National Crime Information Center (NCIC) within six (6) months of assignment to this contract and biennially thereafter, in accordance with FBI Criminal Justice Information Services Security Policy (FBI CJIS) section 5.2 and California CLETS Policies, Practices and Procedures (PPP) section 1.8.3.A.4. CLETS/CORI training, which will include laws, policies, and consequences regarding access to, and use of, criminal offender record information, will be provided by the Probation Department if needed.
 - 9.2.1. **Training Reporting.** A list of all persons with “physical and logical” access to CORI, his or her title, e-mail address and phone number(s) must be sent to the COR with the person’s last date of training. Contractor shall complete the CLETS/CORI Training Request Form (Attachment 2) for all employees, agents, volunteers, and subcontractors that have not received CLETS/CORI training or are required to renew his or her training. Contractor shall forward this list and form, within 30 days of employee, agent, volunteer and/or subcontractor assignment, to the Probation Department, 9444 Balboa Avenue, Suite 500, San Diego, CA 92123 Attention: Contracts Unit.
- 9.3. **CORI/CLETS Clearance Requirements.** In addition to Criminal Background Check Requirements of paragraph 16.21 of the Agreement, Contractor shall ensure that background checks are required and completed by all employees, volunteers, interns and subcontractors with access to CLETS/CORI information, systems and its facilities as provided under section 5.12 of the FBI CJIS and section 1.9.2 of the PPP.
 - 9.3.1. At a minimum, the following background checks shall be completed and approved prior to performance under this Agreement:
 - 9.3.1.1. Criminal background clearance through the Probation Department (Background Division), State of California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI);
 - 9.3.1.2. Driving record through the State of California Department of Motor Vehicle (DMV)(See Sec. 9.9);
 - 9.3.1.3. Drug testing (See Sec. 9.10).
 - 9.3.2. Background check packages must be submitted to the Probation Department located at 9444 Balboa Avenue, Suite 500, San Diego, CA 92123 Attention: Contracts Unit. The Contractor is advised to keep copies of all applications/background check packages submitted to the Probation Department.
 - 9.3.3. Incomplete Packages will not be accepted. A typical background package includes:

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- 9.3.3.1. A complete signed Security Clearance Request Form,
- 9.3.3.2. A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract,
- 9.3.3.3. A clean, valid and legible copy of a Driver's license, or State-issued Identification Card,
- 9.3.3.4. For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture identification,
- 9.3.3.5. For contract employees requesting electronic access authorization: a complete Access Registration Form
- 9.3.4. Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: County of San Diego. Questions regarding associated costs should be directed to the Probation Department COR.
- 9.3.5. In addition to the background package, contractors must complete a Livescan application. Contractors shall obtain a Livescan application from the Probation Department. The contractor shall be provided information on various Livescan locations and fees. A fee is required by the Department of Justice and collected by the Livescan operator.
- 9.3.6. Background checks generally take 4-6 weeks to process. The Probation Department will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the contractor employee may begin services under this agreement.
- 9.3.7. Results of Criminal Background Clearance: If a background check indicates a criminal record inappropriate to be assigned to this contract that individual shall not be assigned to perform services under this agreement.
- 9.3.8. Inappropriate Criminal Record: An inappropriate criminal record may include, but is not limited to:
 - 9.3.8.1. Felony convictions of any kind;
 - 9.3.8.2. Convictions of crimes of moral turpitude (prostitution, sex offenses, etc.);
 - 9.3.8.3. Exhibiting patterns of criminal behavior;
 - 9.3.8.4. Exhibiting patterns of anti-social behavior;
 - 9.3.8.5. Convictions for illegal immigrant smuggling;
 - 9.3.8.6. Outstanding warrants and/or unresolved investigations;
 - 9.3.8.7. A misdemeanor conviction;
 - 9.3.8.8. More than three Failure to Appear citations within the last two years;
 - 9.3.8.9. Receipt of subsequent arrest notices after approval and issuance of access to CORI/CLETS and/or a County facility, and/or
 - 9.3.8.10. As otherwise required by federal and state law, including but not limited to Section 5.12 of the FBI Criminal Justice Information Services Security Policy and Section 1.9.2 of the California CLETS Policies, Practices and Procedures (PPP).
- 9.3.9. Review of Violations: County shall evaluate any Penal Code or other statutory violations individually and make a determination as to whether the violation precludes an individual's ability to efficiently carry out contract functions.
- 9.3.10. Removal of Employees, Volunteers or Subcontractors: Contractor shall immediately remove an employee, volunteer, intern or subcontractor from duties related to this contract if the individual's updated clearance indicates a criminal record inappropriate to be assigned to this contract.
- 9.3.11. Duration of Background Checks: Background checks for contract employees, volunteers and subcontractors shall be valid for five years. Background re-investigations shall be conducted every five years unless Rap Back is implemented.
- 9.3.12. Department of Motor Vehicles (DMV): Contractor shall obtain and review the DMV record of any of Contractor's employees or volunteers who are assigned to this contract and whose job duties include, or may include, driving. Such employees and volunteers are referred to in this section as "Drivers." Contractor shall enroll in the State of California's DMV Employer Pull Notice Program (EPN) and ensure that all staff are added and enrollment properly maintained. The EPN Program can be found at: <http://www.dmv.ca.gov/vehindustry/epn/epngeninfo.htm#programwork>.
- 9.3.12.1. Drivers shall have no more than three violation points for traffic violations, at fault accidents, and misdemeanor convictions within the last year. As stated in the Vehicle Code, Section 12810.5, "four or more points in 12 months...shall be prima facie presumed to be a negligent operator of a motor vehicle."
- 9.3.12.2. All Drivers shall maintain a valid California Driver License. Exceptions must be approved by the COR on a case-by-case basis prior to employment of contract staff.
- 9.3.13. Drug Testing: Contractor shall cause their employees assigned to this contract to undergo drug testing. No person shall be assigned to this contract who tests positive for any illegal drugs, including marijuana. Contractor shall also comply with County of San Diego Board of Supervisors Policy C-25, which can be found at: <http://www.sdcountry.ca.gov/cob/policy/>.
- 9.3.13.1. Any volunteer who performs sensitive functions, as determined by Contractor, shall undergo drug

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testing and shall meet the standards described in 1.10.

- 9.3.13.2. Contractor shall subsequently conduct reasonable-suspicion testing of all employees as deemed necessary by Contractor.
- 9.3.14. Tuberculosis Testing: Contractor shall cause their employees, and in some cases volunteers, assigned to this contract, and having direct contact with minors, to undergo annual testing for tuberculosis. Contractor may retest an employee who tests positive for tuberculosis. Contractor may, in cases where an employee has falsely tested positive in the past, accept a letter from the employee's physician that states that the employee is not exhibiting symptoms of active tuberculosis that would warrant additional x-rays and examination. Any employee who is confirmed to have infectious tuberculosis shall not be assigned to contract functions.
- 9.3.15. Employee and Subcontractor References: Contractor shall obtain and verify personal and prior employment references where available from its employees, volunteers, interns and subcontractors assigned to this contract. Contractor shall evaluate any negative references and determine whether any such information precludes the employee from carrying out the functions of this contract.
- 9.3.16. Education Requirements: Contractor shall confirm compliance with education requirements as specified in this contract.
- 9.3.17. Exceptions: Exceptions to compliance with the aforementioned clearance requirements must be approved by the COR on a case-by-case basis
- 9.4. Employee/Volunteer Statement. Per PPP section 1.5.1, all contractor employees, agents, volunteers and subcontract personnel with "physical and logical" access to CORI/CLETS shall sign the Employee/Volunteer Statement Form (Attachment 3).
- 9.5. Maintenance of Records. Maintenance of CORI/CLETS Training Records: Parties shall maintain records of all training, testing, and proficiency affirmation of CORI/CLETS in accordance with section 1.8.3.A.3 of the PPP and shall be made available for inspection, upon request, by the other party.
- 9.6. Changes to Access. Contractor shall notify Probation of any changes in writing or email for employees, agents, volunteers or subcontractor assigned to this contract within thirty days of assignment or termination.
- 9.7. Private Management Control Agreement. In order to access the CLETS/CORI systems, the Contractor shall sign the Private Management Control Agreement (Attachment 4), incorporated into this agreement.
- 9.8. Security Addendum. The Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum (Attachment 5) shall be signed and incorporated into this Agreement.
- 9.9. Compliance with Laws. All CORI/CLETS rules, regulations, policies, practices and procedures will be adhered to by all parties involved, at all times. Contractor's failure to comply with any applicable Regulations is considered a breach of security and may result in the termination for default of this Agreement.

10. Use of County Data/Information:

Contractor staff assigned to this contract may have access to County information systems. The County of San Diego requires all Contractor staff to read, sign, and comply with the "Summary of Policies Regarding County Data/Information and Information Systems." These policies include the County Administrative Manual Items 0400-11 (COUNTY DATA/INFORMATION – CLASSIFICATION, PROTECTION LEVEL, AND PROPER SECURITY), 0400-01 (COUNTY INFORMATION SYSTEMS – MANAGEMENT AND USE), and 0400-07 (TELECOMMUNICATIONS SYSTEMS – MANAGEMENT AND USE). Contractor shall obtain these policies from the COR

- 10.1. Contractor shall require its staff assigned to this contract to read and sign the "Summary of Policies Regarding County Data/Information and Information Systems" (Attachment 6).
- 10.2. Contractor shall maintain documentation of compliance with requirement.
- 10.3. Contractor shall require its staff assigned to this contract to comply with the County procedures and regulations cited in the "Summary of Policies Regarding County Data/Information and Information Systems."

11. PREA:

Contractor shall adopt and comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq. (PREA), any applicable PREA standards (including 28 C.F.R. 115 et seq.), and any related County ordinances or Probation Department policies regarding PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse. Such PREA standards require that all volunteers, officers, employees, agents and subcontractors who have contact with residents under this contract receive training pursuant to 28 C.F.R. 115.332. Contractor shall provide Probation with documentation confirming that all volunteers, officers, employees, agents, and subcontractors understand the training they have received. Contractor acknowledges that the County will monitor Contractor's compliance with PREA, any applicable PREA standards, and County ordinances or Probation Department policies relating to sexual abuse, and may conduct announced and/or unannounced compliance monitoring to include "on-site" monitoring. Contractor agrees that it will pay any and all evaluation and treatment costs arising from sexual abuse of Offenders and as a result of confinement during the

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term of this agreement, as required by applicable laws and regulations including, but not limited to, Title 28 of the Code of Federal Regulations, sections 115.282 and 115.283. Failure to comply with PREA, including PREA Standards and County PREA policies, may result in termination of the contract. If the County determines that a PREA violation contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure.

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Any changes or exceptions to the following table must be pre-approved by the COR.

Region 1	Region 2	Region 3	Region 4	Region 5	Region 6
Butte	Alameda	Fresno	Imperial	San Diego	Out of State
Colusa	Alpine	Inyo	Los Angeles		
Del Norte	Amador	Kern	Orange		
Glenn	Calaveras	Kings	Riverside		
Humboldt	Contra Costa	Madera	San Bernardino		
Lassen	El Dorado	Mono	Ventura		
Lake	Marin	Monterey			
Mendocino	Mariposa	San Benito			
Modoc	Merced	San Luis Obispo			
Nevada	Napa	Santa Barbara			
Placer	Sacramento	Santa Cruz			
Plumas	San Joaquin	Tulare			
Shasta	San Mateo				
Sierra	Santa Clara				
Siskiyou	Solano				
Sutter	Sonoma				
Tehama	Stanislaus				
Trinity	Tuolumne				
Yolo					
Yuba					

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 2 – CORI/CLETS TRAINING REQUEST FORM

Penal Code Section 11075 and 11077(d) requires the County to ensure that only a certified CLETS/NCIC trainer initially trains all sworn/non-sworn, non-criminal justice, **volunteer and contractor personnel**, with “physical and logical access” to CLETS, NCIC and CORI within six months of assignment. CORI training has to be scheduled within 30 days of assignment.

Contract Staff Information:

Request to Enroll the Following Staff in CORI Training: ☐ Contract ☐ VIP ☐ Other: _____

First and Last Name (Print): _____

Staff E-mail Address (Print): _____

Program Name: _____

Date Assigned to Program: _____

Work Address: _____

Contractor or VIP Group: _____

If Contract Staff is Replacing Someone, Print First & Last Name: _____

Contract Supervisor First and Last Name _____

Contract Supervisor Signature: x _____ Date: _____

Contract Supervisor E-mail Address _____

County (non-Probation) COR/Designee: COR/Designee First and Last Name: _____

County (non-Probation) COR/Designee Signature: x _____ Date: _____

Probation COTR/Designee:

Type of CORI Training: ☐ 1½ Hour ☒ 4 Hour

Contract Analyst First and Last Name (Print): _____

COR/Designee First and Last Name (Print): _____

COR/Designee Signature: x _____ Date: _____

Contractor: Please forward to COR/County Designee or Probation COR/Designee.

COR/County Designee: Please forward to Probation COR/Designee.

Probation COR/Designee: Please forward to Probation Contract Analyst (e-mail, or fax to: 858.514.3222).

Contract Analyst: Please schedule.

**COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES**

**ATTACHMENT 3 – EMPLOYEE/VOLUNTEER/CONTRACT STAFF STATEMENT FORM USE OF
INFORMATION FROM THE CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (CLETS)
AND CRIMINAL OFFENDER RECORD INFORMATION (CORI) AND DEPARTMENT OF MOTOR VEHICLES
RECORD INFORMATION**

As an employee/volunteer/contract staff of the County of San Diego, Department of Probation, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the "need to know" and the "right to know". Misuse of such information may adversely affect an individual's civil rights, and violates the law and/or CLETS policy.

Penal Code Section 502 prescribes the penalties relating to computer crimes. Penal Code Sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code Sections 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information.

Government Code Section 6200 prescribes the felony penalties for misuse of public record and CLETS information. California Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information.

Penal Code Sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

No employee shall divulge confidential information, data, or records of the Probation Department to any unauthorized person. No employee shall either divulge or make use of such records for a mailing list or for any other unauthorized purpose without administrative approval.

Any employee/volunteer/contract staff who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: _____

Print name: _____

Date: _____

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 4 - CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA
HDC 000-8
(07/11/2008; Rev. 03/2014)

DEPARTMENT OF JUSTICE
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**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Print Form

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by _____

(Public law enforcement/criminal justice agency)

(OR)

to _____

(Private Contractor)

to perform _____

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 4 - CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA
HDC 0004B
FORM 11/2005, Rev. 03/2010

DEPARTMENT OF JUSTICE
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**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Print Name and Title

Date

Signature (Private Contractor Agency Head)

Print Name and Title

Date

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 4 - CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA
HDC 0004A
R010 11/00/05, Rev. 03/2013

DEPARTMENT OF JUSTICE
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CLETS MANAGEMENT CONTROL AGREEMENT

Print Form

Agreement to allow the California Law Enforcement Telecommunications System (CLETS) access by

_____ (Public law enforcement/criminal justice agency) _____ (ORI)

to _____ (Dispatch, parking citation, or data processing public agency)

to perform _____ (Type of service) services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies only (*hereinafter referred to as the CLETS subscribing agency*), which may delegate the responsibility of dispatching, parking citation, or data processing/information technology services to a public agency that is neither a law enforcement agency nor a criminal justice agency (*hereinafter referred to as the Non-CJ agency*). The Non-CJ agency may receive information from the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified services if such delegation is authorized, pursuant to statute, regulation, or interagency agreement. A signed CLETS Management Control Agreement (HDC 0004A) must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting the Non-CJ agency access to the CLETS. The performance of such delegated services by an otherwise Non-CJ agency does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *Criminal Justice Information Services (CJIS) Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 5 – FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM



STATE OF CALIFORNIA
HDC 0004A
FORM 11/2005, Rev. 06/2014

DEPARTMENT OF JUSTICE
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Official Seal of the Office of the Attorney General
CLETS MANAGEMENT CONTROL AGREEMENT

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices, or store/printed data.

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all Non-CJ agency personnel accessing the CLETS information meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Initially (within six months of employment or assignment) train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable.
2. State and FBI fingerprint-based criminal offender record information searches must be conducted prior to allowing access to CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the Non-CJ agency. The Non-CJ agency agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004A) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

Signature (CLETS Subscribing Agency Head)

Signature (Non-CJ Agency Head)

Print Name and Title

Print Name and Title

Date

Date

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 5 – FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM



STATE OF CALIFORNIA
HDC 0012
(Orig. 02/2009; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 1 of 1

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

Print Form

CERTIFICATION

I hereby certify that I have read and am familiar with the contents of (1) the Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the Policy and Reference Manual, (4) the CJIS Security Policy, and (5) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal offender record information and related data is therefore limited to the purpose(s) for which a government agency entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things, accessing it without authorization, accessing it by exceeding authorization, accessing it for an improper purpose, using, disseminating, or re-disseminating information received for another purpose other than the execution of the contract also constitutes misuse. I further understand the occurrence of misuse does not depend upon whether I receive additional compensation for such authorized activity. Such exposure for misuse include, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Signature of Contractor Representative

Date

Organization and Title

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
ATTACHMENT 6 - SUMMARY OF POLICIES REGARDING DATA / INFORMATION AND
INFORMATION SYSTEMS



COUNTY OF SAN DIEGO

*Summary of Policies
Regarding County Data/Information and Information Systems*

To aid in the performance of their regular job assignments and duties, County employees, volunteers, agents and contractors are provided access to many County tools and resources. In the electronic age, these tools and resources include County "data/information" in various formats (e.g. on electronic media, paper, microfiche) and County "information systems" (e.g. computers, servers, networks, Internet access, fax, telephones and voice mail), whether owned, provided or maintained by or on behalf of the County.

The County has established policies and procedures based on best business practices to support the performance of the County's business and to protect the integrity, security and confidentiality of the County's data/information and information systems. Users¹ of these resources play a critical role. By carrying out their regular assignments and duties in compliance with all applicable County's policies and procedures, best practices are maintained.

This summary helps users know their responsibilities by highlighting important aspects of policies that govern access to and use of County data/information and information systems. The policies themselves provide further detailed information governing the use of County data/information and information systems and should be reviewed. Most notably, the County Chief Administrative Officer (CAO) Policy *Acceptable Use of County Data/Information* provides additional guidance on protecting County data/information; the CAO Policy *County Information Systems - Management and Use* provides guidance in controlling and using County information systems; and the CAO Policy *Telecommunications - Management and Use* provides guidance in using desktop and cellular telephones.

Access to County data/information or information systems is necessary to the performance of regular assignments and duties. Failure to comply with these policies and procedures may constitute a failure in the performance of regular assignments/duties. Such failure can result in the temporary or permanent denial of access privileges and/or in discipline, up to and including termination, in accordance with Civil Service Rules.

1. County data/information in all formats and information systems are for authorized County use only. Personal use of County information systems is prohibited unless specifically authorized by the Appointing Authority.
2. As part of their regular assignments and duties, users are responsible for protecting any data / information and information systems provided or accessible to them in connection with County business or programs.
3. Users cannot share data/information with others outside of their regular duties and responsibilities unless specifically authorized to do so.
4. Users have no expectation of privacy regarding any data/information created, stored, received, viewed, accessed, deleted or input via County information systems. The County retains the right to monitor, access, retrieve, restore, delete or disclose such data/information.

¹ For purposes of this summary, the term "user" shall refer to any person authorized to use County data/information and information systems to perform work in support of the business, programs or projects in which the County is engaged. It also applies to users accessing other networks, including the Internet, through County information systems.

(Rev 7/01/08)

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

5. Attempts by users to access any data or programs contained on County information systems for which they do not have authorization will be considered a misuse.
6. Users shall not share their County account(s) or account password(s) with anyone, use another's account to masquerade as that person, or falsely identify themselves during the use of County information systems.
7. The integrity and security of County data/information depends on the observation of proper business practices by all authorized users. Users are requested to report any weaknesses in County information system security and any incidents of possible misuse or violation of County IT policies to the appropriate County representative.
8. Users shall not divulge Dial-up or Dial-back modem phone numbers to anyone.
9. Users shall not make copies of system configuration files (e.g. password files) for their own unauthorized use or to provide to other people/users for unauthorized uses.
10. Users shall not make copies of copyrighted software or information, except as permitted by law or by the owner of the copyright.
11. Users shall not engage in any activity that harasses, defames or threatens others, degrades the performance of information systems, deprives an authorized County user access to a County resource, or circumvents County security measures.
12. Users shall not download, install or run security programs or utilities that reveal or exploit weaknesses in the security of a County information system. For example, County users shall not run password cracking or network scanning programs on County information systems.

Misuse of workplace tools and resources, including County data/information and/or County information systems, will be reported to a user's management. Misuse may constitute a failure to perform regular duties and assignments. Such failure may result in short-term or permanent loss of access to County data/information or information systems and/or disciplinary action in accordance with Civil Service Rules, up to and including termination. For non County employees, including volunteers and employees of County contractors, misuse may result in a suspension or withdrawal of your access rights, termination of your participation in County programs, or appropriate action against the contractor under the contract's terms, or any combination of all or some of the above consequences.

Acknowledgement:

I have received and read the County of San Diego's Summary of Policies Regarding County Data/Information and Information Systems.

Print Name: _____

Signature: _____

Date Signed: _____

Supervisor / Manager / Witness: _____

Date Signed: _____

ALL SIGNERS:

Keep a copy of this summary for your reference.

COUNTY SIGNERS:

Department Personnel Representative: _____ file the original of this form in the authorized user's agency or department personnel file.

NON-COUNTY SIGNERS:

Contract administrator: _____ file the original form along with the contract.

(Rev 7/01/08)

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor provides or engages any type of Professional services, including, but not limited to, medical professionals, counseling or legal services.
- E. Cyber Security Liability

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.
- E. Cyber Security Liability: Coverage for both electronic and non-electronic data breach \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall apply to data breach for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

**COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS**

- A. Additional Insured Endorsement (does not apply to Professional Liability)
Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.
- B. Primary Insurance Endorsement
For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Notice of Cancellation
Notice of Cancellation shall be provided in accordance with policy provisions.
- D. Severability of Interest Clause
Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize

COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS

such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

**COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
EXHIBIT C – PAYMENT SCHEDULE**

1. The contract maximum amount of \$15,275,000 shall not be exceeded.
2. Performance-based pay points must be supported by cost justification.

Fiscal Year 2016-17			
	Estimated # of Units	Unit Cost	Total Cost
Transportation Region - 1	24	\$1,400.00	\$33,600.00
Transportation Region - 2	141	\$1,000.00	\$141,000.00
Transportation Region - 3	296	\$875.00	\$259,000.00
Transportation Region - 4	502	\$395.00	\$198,290.00
Transportation Region - 5	843	\$245.00	\$206,535.00
Transportation Region - 6	1	\$1,655.00	\$1,655.00
Processing Fee - Intake	1,818	\$155.00	\$281,790.00
Daily Residential Rate	13,566	\$85.00	\$1,153,110.00
TOTAL			\$2,274,980.00

Fiscal Year 2017-18			
	Estimated # of Units	Unit Cost	Total Cost
Transportation Region - 1	28	\$1,400.00	\$39,200.00
Transportation Region - 2	162	\$1,000.00	\$162,000.00
Transportation Region - 3	338	\$875.00	\$295,750.00
Transportation Region - 4	573	\$395.00	\$226,335.00
Transportation Region - 5	963	\$245.00	\$235,935.00
Transportation Region - 6	1	\$1,655.00	\$1,655.00
Processing Fee - Intake	2,075	\$155.00	\$321,625.00
Daily Residential Rate	15,500	\$85.00	\$1,317,500.00
TOTAL			\$2,600,000.00

Fiscal Year 2018-19			
	Estimated # of Units	Unit Cost	Total Cost
Transportation Region - 1	28	\$1,400.00	\$39,200.00
Transportation Region - 2	162	\$1,000.00	\$162,000.00
Transportation Region - 3	338	\$875.00	\$295,750.00
Transportation Region - 4	573	\$395.00	\$226,335.00
Transportation Region - 5	963	\$245.00	\$235,935.00
Transportation Region - 6	1	\$1,655.00	\$1,655.00
Processing Fee - Intake	2,075	\$155.00	\$321,625.00
Daily Residential Rate	15,500	\$85.00	\$1,317,500.00
TOTAL			\$2,600,000.00

**COUNTY CONTRACT NUMBER 554328
AGREEMENT WITH HEALTHCARE SERVICES, INC. FOR
COMMUNITY TRANSITION (CTC) SERVICES
EXHIBIT C – PAYMENT SCHEDULE**

Fiscal Year 2019-20			
	Estimated # of Units	Unit Cost	Total Cost
Transportation Region - 1	28	\$1,400.00	\$39,200.00
Transportation Region - 2	162	\$1,000.00	\$162,000.00
Transportation Region - 3	338	\$875.00	\$295,750.00
Transportation Region - 4	573	\$395.00	\$226,335.00
Transportation Region - 5	963	\$245.00	\$235,935.00
Transportation Region - 6	1	\$1,655.00	\$1,655.00
Processing Fee - Intake	2,075	\$155.00	\$321,625.00
Daily Residential Rate	15,500	\$85.00	\$1,317,500.00
TOTAL			\$2,600,000.00

Fiscal Year 2020-21			
	Estimated # of Units	Unit Cost	Total Cost
Transportation Region - 1	28	\$1,400.00	\$39,200.00
Transportation Region - 2	162	\$1,000.00	\$162,000.00
Transportation Region - 3	338	\$875.00	\$295,750.00
Transportation Region - 4	573	\$395.00	\$226,335.00
Transportation Region - 5	963	\$245.00	\$235,935.00
Transportation Region - 6	1	\$1,655.00	\$1,655.00
Processing Fee - Intake	2,075	\$155.00	\$321,625.00
Daily Residential Rate	15,500	\$85.00	\$1,317,500.00
TOTAL			\$2,600,000.00

Fiscal Year 2021-22			
	Estimated # of Units	Unit Cost	Total Cost
Transportation Region - 1	28	\$1,400.00	\$39,200.00
Transportation Region - 2	162	\$1,000.00	\$162,000.00
Transportation Region - 3	338	\$875.00	\$295,750.00
Transportation Region - 4	573	\$395.00	\$226,335.00
Transportation Region - 5	963	\$245.00	\$235,935.00
Transportation Region - 6	1	\$1,655.00	\$1,655.00
Processing Fee - Intake	2,075	\$155.00	\$321,625.00
Daily Residential Rate	15,500	\$85.00	\$1,317,500.00
TOTAL			\$2,600,000.00